

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

CIVIL ACTION-LAW

MOTION TO ENTER ORDER

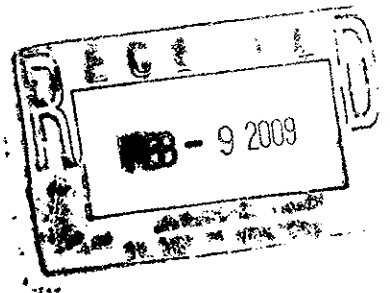
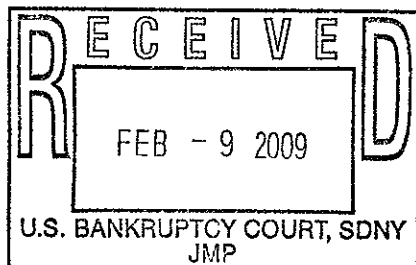
IN RE Lehman Brothers Holding Inc. Chapter 11 Case No. 08-13555 (JMP)
Claim # 1245

I have sent to the court by certified mail a "disk copy" of the motion. It was received by the court on 01/28/2009. When I checked on 02/06/2009 the clerk ask me if I had included a hard copy with the disk. I was not aware that I had to include a hard copy at the time. Therefore, please find a "hard copy" to be use in conjunction with the disk copy you received on January 28, 2009.

Respectfully,

Chris Stovic
Chris Stovic

February 7, 2009



IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

CIVIL ACTION-LAW

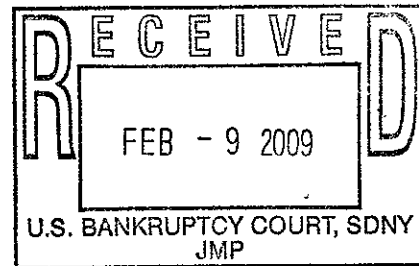
MOTION TO ENTER ORDER

IN RE Lehman Brothers Holding Inc. Chapter 11 Case No. 08-13555 (JMP)
Claim # 1245

Debtor

CHRIS STOVIC
435 Greeves St.
Kane, PA 16736
1-814-837-7046

Movant Respondent, Pro Se



WHEREFORE, I respectfully motion the court to enter order for payment

of the amount due under the Senior Security notes at 7.200%, CUSIP: 524908BQ2

The On line "Proof of Claim CONFIRMATION, the assigned claim No. is 8000000004.

- 1 The purchase conditions – agreement of these NOTES is that Lehman Brothers Holding Inc.
pay cash as specified by the maturity date on the NOTES.
- 2 I contacted the agency-broker several times. The agency Zions Direct
inform me that the interest due on February 15, 2009 will not been deposit in our
account by the debtor - Lehman Brothers Holding Inc.
- 3 The funds provided to Lehman Brothers Holding Inc. were not grants or charity!
- 4 We did not purchase the notes issued by Lehman Brothers Holding Inc. to extend the time period
of the payment as it sees and fits for the interest and benefits of Lehman Brothers holding Inc.
- 5 We contacted the Lehman Brothers Holding Processing, c/o EPIQ Bankruptcy Solution, LLC
- 6 I asked when will they pay the interest and the principal, with no satisfactory response.
- 7 We receive no response on messege left on the answering machine;
- 8 The On line "Proof of Claim CONFIRMATION, the assigned claim No. is 8000000004.

- 9 I did filed motion on November 24, 2008 PRELEMINARY OBJECTIONS to Docket and case No. 08-13555 (JMP) We have not received response on the same.
- 10 On December 5, 2008 I requested that the notes be redeem as soon as possible with Lehman Brothers Holding Claims Processing, c/o Epiq Bankruptcy Solution, LLC with no response as to when to notes will be redeemed.
- 11 The consideration constitutes reasonably equivalent value or fair consideration as case is (as those terms are defined in each of the Uniformed Fraudulent Transfer Act, Uniformed Fraudulent Conveyance and Sec. 548 of Bankruptcy code, and under the laws of United States, any state, territory or the District of Columbia.
- 12 The purchase represent the reasonable exercise of sound and prudent business judgment by the creditor for the purchase of the Senior Notes; The debtor did not provide adequate assurance of cure to the closing date of the contract – Senior Notes with the meaning of 11 USC Sec. 365 (b) (1) (A) and 365 (f)(2)(a) to the extent necessary.
- 13 The purchaser of the notes – contract is just as good as any other contract performed by any other industries, corporation, business or person. In fact the funds were the most important service tool to anyone including the debtor to maintain the operation and the creditors should have priority same as any other contract.
- 14 We are on fix income, the funds were not invested for long term, or to speculate in the market, we need the funds to pay our bills.

In conclusion, I pray that the court will issue an order to expedite the payment by issuing to those in charge to make the payment.

January 24, 2009

Respectfully Submitted

by *Chris Stovic*
Chris Stovic
respondent, Pro Se

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
CIVIL ACTION-LAW**

BRIEF IN SUPPORT OF MOTION TO ENTER ORDER

-----X
:
In re: :

Lehman Brothers Holdings, Inc. :
Debtor. :

Chapter 11
Case No. 08-13555 (JMP)

-----X
:
Securities Investor Protection Corp. :
Plaintiff. :

v. :

Lehman Brothers Holdings, Inc. :
Defendant. :

No. 08-01420 (JMP)

-----X
:
CHRIS STOVIC
435 Greeves St.
Kane, PA 16736
1-814-837-7046
skice@verizon.net
Movant Respondent, Pro Se

BRIEF IN SUPPORT OF MOTION TO ENTER ORDER

I RECORDS - DOCUMENTS

- 1 Copies of Records, Documents, Statements, Certificate, CONFIRMATION Orders, Notices etc. in
support of the motion are included in EXHIBIT 1.

II ISSUES

- 2 The Issues raised in the brief are base on facts, It contains "Material Allegation" as the records,

documents etc, avert.

3 We maintain "strict warranty" on our funds.

"Breach of warranty equal to the amount paid by the drawee less the amount the drawee received or is entitled to receive from the drawer because of the payment U.C.C ARTICLE 3, Part 4, § 3-417, para (b)".

4 The funds were invested for consideration of an instrument in value of \$10,000 + interest to be paid on a specific date - February 15, 2009 and August 15, 2009 The Senior Notes were purchase on August 26, 2008;

"U.C.C. § 3-108 (b) PAYABLE ON DEMAND OR AT DEFINITE TIME at a fixed date or dates or at a time or times readily ascertainable at the time the promise or order is issued" and

(c) If an instrument, payable at a fixed date, is also payable upon demand made before the fixed date, the instrument is payable on demand until the fixed date and, if demand for payment is not made before that date, becomes payable at a definite time on the fixed date.

5 Consideration. The consideration constitute reasonably equivalent value of fair consideration, as the case is (as those terms are defined in each of the Uniform Fraudulent transfer Act, Uniform Fraudulent Conveyance Act and Section 548 of the Bankruptcy Code) and fair consideration under the Bankruptcy Code and under Laws of the United States and any State.

6 "(e) An instrument is a **"note"** if it is a promise and is a **"draft"** if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument - may treat it as either; U.C.C. Article 3, Part 1, § 3-104 (e)."

7 The Instrument – NOTES "CUSIP 524908BQ2" were rated and sold on August 26, 2008 as an "investment grade "A" by S & P and Moody Rating "A2". See EXHIBIT 1 Confirmation order.

8 Maintaining an investment grade rating for an instrument when in fact there is a knowledge of junk - failure, it is to deceive, mislead and entrapped the creditors; "Restatement § 525 One who... makes a misrepresentation of fact...for the purpose of inducing another to act... in

3

who... makes a misrepresentation of fact...for the purpose of inducing another to act... in
reliance upon it, is subject to liability to the other..."

- 9 The creditors have right to know of specifics, legality under ALL requirements of law.
- 10 The creditors have right to receive and enforce the payment "efficient and expedition methods" of
receiving their funds State v. Ducey, 25 Ohio App. 2d 50, 266 N.E. 2d 233, 235;
Bankruptcy Act § 101(11).
- 11 The creditors were led to believe that the Notes will be paid as stated in the "NOTES."
- 12 The Debtor continued, consistently to issue notes ignoring the fact that most Senior Notes will not
be redeem at the maturity date as stated in the NOTES; "February 15, 2009" is the date to pay
the interest due.

III FACTS

- 13 The fact that the Corporation has "assets \$639 billion and \$613 billion debt" is no excuse to
delay the payment on the Debt.
- 14 It is a Constitutional right for the creditors to decide what they want to do with their funds and
not the corporation.
- 15 The approval of the "Resolution by the board of Directors" of the corporation at a special
meeting on a pretense as a legal document is non compliance with the Constitution. It is "illegal
to force to take a person's property" use it for extended period of time for the "best interest benefit
of the Corporation – person"; Michigan supreme court has already rule "That taking property is
same as taking liberty away"!
- 16 The issued Petition and the resolution by the debtor accomplishes the intended intentional
purpose for self enrichment of one party the Debtor and impoverish the Creditors.
- 17 Permitting the "voluntary petition" to proceed deprive the creditors of "basic fundamental
federally protected rights property and funds".
- 18 Failing to make payment of the ongoing debt violates a Constitutional right, the creditor has right

to know the duty and the responsibilities of the fulfillment of the contract.

IV STATUTE

- 19 U.C.C Part 7 § 2-711 (1) Buyer's Remedies in General states,
- (1) A breach of contract by the seller ... to deliver or to perform a contractual obligation; Making of a nonconforming tender of delivery or performance, and repudiation.
- 20 The term "negligence" has been defined by the "United States Supreme Court to be the failure to do what a reasonable and prudent person would ordinarily have done under the circumstances of the situation, or doing what such person under the circumstances would not have done";
- The essence of the fault lie in omission; The duty is dictated and measured by the exigencies of the contract; Negligence has always related to the circumstance in which one is placed, and what an ordinarily prudent man would do or omit in such circumstances.
- Cole v. Atlantic Coast Line R. Co., 191 S.E. 393, 211 N.C. 591, 1937

V REASONS

- 21 The issued Petition and the Resolution "unconscionably is one-sided as to unfairly surprise the creditors.
- 22 To induce the creditors to accept the petition for debt of \$613 billion of debt based on \$639 billion dollars asset, based on self enrichment, negligence, non-performance, contributory faults, mismanagement with intent to impoverish the creditors; No man in his sense, not under delusion, would accept on the one hand, and which no man would accept on the other, it is not a bargain, it deprives creditors of funds – property for their needs.
- 23 The petition is design to induce belief in falsity or to mislead – that is, the intended to deprive someone of something by means of deceit.
- 24 The material facts, duty, responsibility, rights are not just formality, they must be justified.
- 25 The basic principles of measurement of contract damages, agreement is that injured party is entitled to recover an amount that will put him in as good a position as he would have been if the

contract, agreement laws have been performed as agreed.

26 Tort obligation are general obligation that imposes liability when a “person negligently, carelessly or purposely causes injury to others”.

27 The Debtor violated duty, responsibility, the failure to perform the duty constitutes negligence, and renders the party liable for injuries resulting from it,

(1)The existence of a duty on part of the Debtor to protect the Creditor from injury of which he complains;

(2) a failure by the Debtor to perform that duty; and

(3) an injury to the Creditor from such failure of the debtor...

VI CONCLUSION

28 The credit, loan, notes express the material bond between the two party creditor and debtor or between two person; The weapon of “gold digger”... is the “action for breach of promise”.

29 The purchase of the NOTES were for direct benefit to us. We obtain something substantial different from what we were led to expect and what the benefit would be.

30 A court proclaim that “the law will afford relief even to simple and credulous who have been duped by art and falsehood statement, agreements, contracts and etc.”

31 Chapter 11 bankruptcy is a law which impairs the obligation of a contract - NOTES, debt is one which renders the contract in itself less valuable or less enforceable, by changing its terms, stipulations and its legal quality and conditions.

32 To “impair the obligation of a contract – NOTES”, within prohibition of Article I, §10, U.S. Constitution, is to weaken it, lessen its value, or make it worse in any respect, and any law which changes the intention and legal effect of the parties, giving to one a greater and to the other a less interest or benefit, or which imposes condition not include in the contract.

33 The “bankruptcy statute” impairs the obligation of a contract” when by its terms nullifies or

materially changes the existing obligation.

- 34 “When a man is made poorer by an extravagant bill we do not regard his wealth as a unity, or the tort if there is one, as directed against that unity as an object. We do not go behind the person of the sufferer, We say that he has been defrauded or subject to duress, or whatever it may be and stop there”.

VII RELIEF

- a The facts, statements, records, documents aver the truth, are clear and unambiguous and the court must give its decision for relief to creditor- Movant;
- b Relief to injured party must be placed in as good a position as he would have been if the contract, agreement, laws have been performed as agreed and clearly stated.
- c Relief from inflicting emotional harm to creditors;
- d That the persons for the violation of the laws due to negligence be held accountable;
- e That the court should expedite the relief due to negligence, breach of duty and responsibilities.
- f Relief fees for legal services, court cost and any filing fees;
- g I am 76 years old with health problems, I will not live for ever and I do not need this...!

January 24, 2009

Respectfully,
by Chris Stovic
Chris Stovic

EXHIBIT 1

Online Claim Submission Form

Your online claim form submission is complete. **Your Claim Number Is: 8000000004.** Please print a copy of your online claim here to keep for your records.

CUSTOMER CLAIM FORM LEHMAN BROTHERS INC. FILING CONFIRMATION

Your customer claim form in the SIPA liquidation of Lehman Brothers Inc. was successfully filed on 12/1/2008 10:58 AM Please print this page as proof of your filing.

Claim Number
8000000004

First Name
Chris

Middle Initial

Last Name
Stovic

Mailing Address
435 GREEVES ST.

City
KANE

State
PA

Zip Code
16735

Item 1

LBI owes me a credit or cash in the amount of:
10720.0000

I owe LBI a debit or cash in the amount of:
0.0000

Debit balance to be paid:
0.0000

Item 2

LBI owes me securities:
No

I owe LBI securities:
No

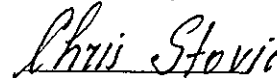
Item 3

PROOF OF SERVICE

The undersigned hereby certifies that a copy of the forgoing Motion was served upon the party in the manner indicated below, which service is in compliance with Bankruptcy Rule 9006 (e)- Time of service.

Service by ordinary First Class, U.S. Mail addressed as follow:

Respectfully,



Chris Stovic
435 Greeves St.
Kane, PA 16735
(814) 837-7046

cc:

James B. Kobar Jr. Attorney for James W. Gidder
Christopher K. Kiplok
Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004

and

Lehman Brothers Holding, Inc. Claim Processing
c/o Epiq Bankruptcy Solution, LLC
P.O. BOX 6389
Portland, OR 97228-6389

January 24, 2009